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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT TACOMA

11 AETNA LIFE INSURANCE COMPANY,

12 Plaintiff-in-
Interpleader,

13 v.

14 CHRISTINA BREWIS and DARLENE
BREWIS,

15 Defendants-in-
Interpleader.
16

CASE NO. C08-5265RJB

ORDER ON INTERPLEADER
AETNA LIFE INSURANCE
CO.'S MOTION FOR
ATTORNEY'S FEES AND
COSTS, AND TO DISMISS
AETNA

17 This matter comes before the Court on Plaintiff-in-Interpleader Aetna Life Insurance
18 Company's ("Aetna") Motion for Attorney's Fees and Costs and to Dismiss Aetna. Dkt. 9. The
19 Court has considered the pleadings filed in support of and in opposition to the motion and the file
20 herein.

21 On April 29, 2008, Aetna deposited life insurance policy proceeds in the amount of
22 \$63,500.00 with the Clerk of the Court. Dkt. 1. Aetna requests attorney's fees of \$3,125.50 for
23 9.4 hours of work, billed at \$332.50 per hour. Dkt. 10-2. Aetna requests \$399.65 in costs. *Id.*
24 Aetna is represented by Sarah E. Haushild of Lane Powell, PC. Dkt. 1. Defendant-in-
25 Interpleader Christina Brewis files an opposition to Aetna's request. Dkt. 11. While conceding
26 that Aetna is entitled to costs and some attorney's fees, she urges the Court to reduce the hourly
27 rate charged to \$200.00 or less. *Id.* She provides the Declaration of her attorney, J. Alece Cox,
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1 who states that she is charging Ms. Brewis an hourly rate of \$225.00. Dkt. 12. She argues that
2 this is a reasonable rate in Pierce County, Washington. *Id.*

3 “The amount of fees to be awarded in an interpleader action is committed to the sound
4 discretion of the district court.” *Trustees of the Directors Guild of America-Producer Pension*
5 *Benefits Plans v. Tise*, 234 F.3d 415, 426 (9th Cir. 2000) (citing *Schirmer Stevedoring Co. v.*
6 *Seaboard Stevedoring Corp.*, 306 F.2d 188, 194 (9th Cir. 1962)). “Compensable expenses
7 include, for example, preparing the complaint, obtaining service of process on the claimants to the
8 fund, and preparing an order discharging the plaintiff from liability and dismissing it from the
9 action.” *Id.*, at 427.

10 Aetna is entitled to an award of \$2,115.00 in attorney’s fees. It appears that an hourly
11 rate of \$225.00 is a reasonable rate for work of this nature in Pierce County, Washington.
12 Aetna’s request for 9.4 hours of work by its attorney for preparation of the complaint, service of
13 process on the Defendants-in-Interpleader and for preparation of pleadings related to the instant
14 motion, at \$225.00 per hour, entitles it to \$2,115.00 in attorney’s fees. Aetna should awarded a
15 total of \$2,514.65 (\$399.65 in costs and \$2115.00 in attorney’s fees) out of the life insurance
16 benefit proceeds on deposit in the registry of this court in this matter. Aetna requests that the
17 check be sent to its attorney of record. Dkt. 9-2. Aetna should now be dismissed.

18 **III. ORDER**

19 Therefore, it is hereby, **ORDERED** that

20 • Plaintiff-in-Interpleader Aetna Life Insurance Company’s Motion for Attorney’s Fees and
21 Costs and to Dismiss Aetna (Dkt. 9) is **DENIED AS TO THE HOURLY RATE**
22 **CHARGED FOR ATTORNEY’S FEES, BUT IS GRANTED IN ALL OTHER**
23 **RESPECTS;**

24 • The Clerk of the Court is Directed to issue a check in the amount of \$2,514.65, payable to
25 Aetna Life Insurance Company, and mail or deliver the check to the attorney of record
26 Sarah E. Haushild at Lane Powell PC as requested,

27 • Plaintiff-in-Interpleader Aetna Life Insurance Company is **DISMISSED;**

1 • The Clerk of the Court is instructed to send uncertified copies of this Order to all counsel
2 of record and to any party appearing *pro se* at said party's last known address.

3 DATED this 13th day of August, 2008.

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6 ROBERT J. BRYAN
7 United States District Judge
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